

TITLE: Chlamydia Lab Testing

The National Office of Job Corps is soliciting bids for the testing and identification of Job Corps students who may have genital infections due to Chlamydia.

You are invited to submit a proposal/bid in accordance with the requirements of the following Solicitation:
[] Request for Proposal [X] Invitation for Bid. Proposals/Bids must be received by the Government no later than the local time on the Due Date stated in the table below. Potential offerors/bidders are asked to complete and submit a proposal/bid intent form

See Section L (Section C if SF 1449 is used) for proposal/bid instructions

ALL AMENDMENTS TO THIS SOLICITATION WILL BE MADE AVAILABLE THROUGH THE GOVERNMENT HOMEPAGE AT <http://www.doleta.gov/sga/rfp/cfm>

IT IS THE OFFEROR'S RESPONSIBILITY TO CHECK THIS SITE PERIODICALLY FOR OFFICIAL UPDATES/ AMENDMENTS TO THE SOLICITATION.

Solicitation Number:	DOL061RB20063
Issue Date:	December 12, 2005
Due Date:	January 13, 2006
Time:	2:00 PM
Program Office:	1630
Contracting Officer:	Keith A. Bond
Contact Point:	Lance Purvis
Phone:	(202)693-3143
Fax:	(202) 693-2965
E-Mail:	purvis.lance@dol.gov
Set Aside:	100% Small Business

PERTINENT TECHNICAL SECTIONS OF SOLICITATION

Offerors are encouraged to carefully read the entire Solicitation by scrolling downward. The Solicitation includes all pertinent technical sections imbedded in the document as well as the terms, conditions and instructions required for submitting a proposal. For your convenience, the pertinent technical sections of the Solicitation have also been linked directly below (in WordProcessing and Adobe PDF format):

Sections B, C, L and M

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF 1		PAGES 78	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DOL061RB20063		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED December 12, 2005		6. REQUISITION/PURCHASE NUMBER PAR No. 06-2289 LEP	
7. ISSUED BY U.S. Department of Labor, ETA/OGCM Division of Contract Services 200 Constitution Avenue, NW Room N-4655 Washington DC 20210				8. ADDRESS OFFER TO (If other than Item 7) U.S. Department of Labor, ETA/OGCM Office of Job Corps 200 Constitution Avenue, NW Room N-4456 Washington DC 20210					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in
See Item No. 7 until 2:00 PM local time Jan. 13, 2006
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Lance Purvis	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. (202) 693-3143		C. E-MAIL ADDRESS purvis.lance@dol.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			17. SIGNATURE
<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM See Section G.2
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY U.S. Department of Labor, ETA/OC Division of Accounting 200 Constitution Avenue, NW Room N-4702 Washington DC 20210	
26. NAME OF CONTRACTING OFFICER (Type or print) KEITH A. BOND Contracting Officer		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Section B

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

Title: CHLAMYDIA LAB TESTING

The National Office of Job Corps is soliciting bids for the testing and identification of Job Corps students who may have genital infections due to Chlamydia.

Solicitation No. is DOL061RB20063.

Period of Performance is twelve (12) months from the date of contract execution by the government, plus four 1-year options to extend at the government's discretion.

This solicitation is a Total Small Business Set-Aside. The North American Industry Classification System (NAICS) Code is 621511, with a \$11.5 million size standard.

A firm-fixed price type contract is contemplated for this requirement.

The bid opening date will be January 13, 2006, at the U.S. Dept. of Labor, 200 Constitution Avenue, NW, Washington DC 20210, Room N-4655, at 2:00 p.m. eastern standard time.

The incumbent contractor under this solicitation is Center for Disease Detection of San Antonio, Texas, under Contract Number AE112300000130. The contract was awarded on March 30, 2001, in the amount of \$284,000. The total amount awarded under this contract was \$2,366,095, inclusive of options.

Offerors interested in networking and/or being placed on a bidders list for the above referenced IFB, should provide the Name and Address of Organization; Telephone Number; and Point of Contact. Requests for clarification (RFC) must be received no later than 5:00pm local time, December 28, 2005. Only electronic submission of requests will be accepted. Should any RFC be received after the date stated above, the Government reserves the right not to provide an answer. If, however, the Government determines that the RFC raises an issue of significant importance, the government will respond electronically.

The Government will not provide any information concerning requests for clarifications in response to telephone calls from offerors. All requests will be answered electronically and will be available to all offerors at <http://www.doleta.gov/sga/rfp.cfm> and www.fedbizopps.gov.

Please be advised that it is the sole responsibility of the offeror to continually view the websites for any amendments to this solicitation.

BASIC REQUIREMENT	ENROLEES (Estimate)	COST EACH	COST TOTAL
BASE YEAR			
Firm-fixed price for each laboratory test:			
Chlamydia (CL) screening for females	26,500	\$_____	\$_____
CL testing symptomatic males or females	43,500	\$_____	\$_____
OPTION YEAR ONE (1)			
Firm-fixed price for each laboratory test:			
Chlamydia (CL) screening for females	26,500	\$_____	\$_____
CL testing symptomatic males or females	43,500	\$_____	\$_____
OPTION YEAR TWO (2)			
Firm-fixed price for each laboratory test:			
Chlamydia (CL) screening for females	26,500	\$_____	\$_____
CL testing symptomatic males or females	43,500	\$_____	\$_____
OPTION YEAR THREE (3)			
Firm-fixed price for each laboratory test:			
Chlamydia (CL) screening for females	26,500	\$_____	\$_____
CL testing symptomatic males or females	43,500	\$_____	\$_____

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OPTION YEAR (4)

Firm-fixed price for each
laboratory test:

Chlamydia (CL) screening for females	26,500	\$_____	\$_____
CL testing symptomatic males or females	43,500	\$_____	\$_____

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SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

Since 1998, the health program has evolved from a 'sick care model' to a 'wellness model', using the seven fundamental elements listed below:

- (1) **Physical Wellness** involves taking care of ourselves by eating right, exercising, and having routine medical exams. It discourages the use of tobacco, drugs and excessive alcohol consumption;
- (2) **Social Wellness** addresses interpersonal relationships and helps individuals to enter into successful and fulfilling relationships with family, friends, significant others and others;
- (3) **Spiritual Wellness** involves finding meaning and purpose in life which gives individuals the strength to cope with despair and helps us feel good about being alive;
- (4) **Emotional Wellness** addresses intrapersonal relationships and gives one a better understanding of their feelings and emotions;
- (5) **Intellectual Wellness** involves the maintaining of cognitive stimulation to prevent mental stagnation. Learning is seen as a lifelong process of mental challenges and creativity;
- (6) **Vocational Wellness** addresses career goals and paths and finding a balance between life at home and work; and,
- (7) **Global Wellness** includes the connection between personal wellness and the broader world in which we live. It addresses intercultural awareness, environmental issues, diversity, and global unity.

Wellness is a lifelong process with no end point. It is a state of optimal being, not simply the absence of illness, but an improved quality of life resulting from enhanced physical, mental, and spiritual health. Since the Job Corps students' usual length of stay in the program is eight months, students can only be introduced to the basic concept and fundamental building blocks of wellness. It is with hope the introduction and acceptance of some or all of the elements of wellness, the students will continue to follow these principles and develop good health and wellness practices.

Using the wellness model, the primary objective of the Job Corps health and wellness program is to increase each student's employability by establishing and maintaining the student at his or her optimal health level, along with prevention of accidents and injuries. This is accomplished through provision or coordination of health care including case management of chronic illness, promotion of self management of health care, and through preventive health education to instill good wellness habits and prevent avoidable illness, injury and death.

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Job Corps is an employment and training program designed to address the barriers to employment faced by low income, at-risk young people throughout the United States. The Job Corps program was established by the Economic Opportunity Act of 1964. Authorization was continued under Title IV-B of the Comprehensive Employment and Training Act of 1978 (CETA), then superseded by Title IV-B of the Job Training Partnership Act of 1982 (JTPA) as amended by the Job Training Reform Amendments of 1992. Current authorization for Job Corps is title I-C of the Workforce Investment Act of 1998. The program is nationally administered through the U.S. Department of Labor Employment and Training Administration (ETA), Office of Job Corps, in Washington, DC, and nine Regional Offices.

Job Corps is designed to assist young people who both need and can benefit from the array of services provided in Job Corps centers. The program is targeted to 16 to 24 year old youth who face multiple barriers to employment. Job Corps provides a comprehensive mix of services to address these barriers including basic education, occupational exploration, vocational training, work-based learning, social and employability skills training, health care, counseling, and related services, recreation and post program placement support. The aim of the program is to help youth become responsible adults, and to prepare them to obtain employment, or to return to school or further training.

Major corporations and nonprofit organizations manage and operate 94 of the 122 Job Corps centers under competitively awarded contracts with the Department of Labor. The Departments of Agriculture and Interior operate 28 Job Corps centers, called civilian conservation centers, on public lands throughout the country under Interagency agreements with the Department of Labor. It is the residential aspect of Job Corps that distinguishes it from other employment and training programs and enables Job Corps to provide a comprehensive array of services in one setting 24 hours a day, seven days a week. Approximately 90% of students are residential; the remainder commute to the center daily to attend classes. Enrollment in Job Corps is voluntary.

In general, Job Corps students are healthy. Examples of the most common health deficiencies are dental problems, poor vision, anemia, obesity, unintended pregnancy, and mental/emotional problems including drug and alcohol abuse. About 1% of the initial applicants are not accepted for enrollment in the Job Corps program through the applicant screening process due to health problems in accordance with Job Corps policy and guidelines. Approximately 2,500 students are dismissed from the program each year due to physical and/or mental health problems.

Oversight of the Job Corps health and wellness program is provided by Job Corps National Office health support staff. No Federal health staff are located in Job Corps Regional Offices. The Job Corps National Office provides oversight and policy direction for the Job Corps health and wellness program and is responsible for formulating health policy and procedures and for planning, developing, monitoring, and assessing center health and wellness programs.

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1. Center Medical and Dental Services

Organizations and agencies that operate Job Corps centers (referred to as center operators) are responsible for the management, coordination and/or provision of services at the centers, including their wellness programs, in accordance with requirements and guidelines issued by the Job Corps National Office.

Basic health services are currently provided to students of each center through a health and wellness program that coordinates medical, dental, and mental health care. Emergency health care is available to students at all times. Detailed written health care guidelines direct professional and nonprofessional personnel in routine, urgent, and emergency procedures.

Under current policy and guidelines, every student receives a cursory medical and dental inspection for obvious signs of disease within 48 hours of arrival at a Job Corps and medical laboratory tests followed by a definitive medical examination within 14 days of entry by the center physician. Students currently receive a complete examination by the center dentist between the 45th and 75th day after entry. All students receive immunizations in accordance with Job Corps requirements and Centers for Disease Control (CDC) recommendations. Medical problems are identified and treated on an outpatient basis with specialty referrals and hospitalization as necessary.

1. Center Mental Health Services

The mental health program emphasizes prevention and case management of mental and emotional illness. Each center's mental health professional conducts staff training; provides consultation to center staff, including administrators, counselors, and residential advisors on general mental health issues; and assists in planning of a psychologically sound environment for both students and staff. Consultation is also provided in specific problem areas such as alcohol and other drugs of abuse and disruptive sexual behavior. Student counseling, evaluation, and short-term treatment services are provided as necessary.

2. Health Education Program (HEP)

A health education program is provided for all students. The training deals with subjects of wellness, nutrition, dental health, obtaining health care, sexuality, safety, emotional, and social well being, HIV/AIDS, and alcohol and other drugs of abuse. Instruction is provided by a member of the center education staff, but center nurses and other health personnel often instruct in their subject area.

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3. Medical Separation

Job Corps is responsible for providing basic services to all students as defined in the Policy and Requirement Handbook (PRH). Students who require costly and/or long-term treatment and rehabilitation are referred to agencies and facilities providing those services, and the students are medically separated from the program. Those who may be expected to return within 180 days are given a medical separation with reinstatement rights.

4. Laboratory Services

Within 48 hours of the student's arrival on at the center, during the cursory medical inspection or the medical examination, blood specimens are drawn for hemoglobin or hematocrit determination, and for optional syphilis serology. These analyses may be done on center or by an outside lab. The same or additional specimens may be taken for sickle cell trait or anemia, glucose, cholesterol, etc. for analysis at an outside laboratory as ordered by the center physician.

A specimen to be analyzed for human immunodeficiency virus (HIV) antibody is taken on all entering students during the cursory inspection and is submitted to the nationally contracted laboratory for analysis.

A dip-stick type screening on urine is done for sugar and albumin and additional tests are done in case of positive findings. Entering females have an immuno-chemical pregnancy test, a Pap Smear, and an endocervical test for Chlamydia and gonococci. Entering males have a urine specimen obtained for Chlamydia testing and gonorrhea screening.

In addition, on the request of the center physician, specimens may be submitted at any time for any student as an aid to differential diagnosis, observation, or treatment.

6. Center Trainee Employee Assistant Program (TEAP)

In February, 1992, Job Corps implemented a national program on biochemical testing, and alcohol and other drugs of abuse prevention and intervention. This policy required:

- Centers to conduct biochemical testing on all students within 48 hours of arrival on center, students who are later suspected of using alcohol and/or drugs, and students who have an intervention plan.
- All students identified as intervention candidates to enter a planned program of periodic testing, counseling, and intervention and have a written intervention plan and behavioral agreement that addresses their individual needs.
- Each Center Director to designate a core team of managers and staff to plan, coordinate, and monitor AODA program activities, and to hire an AODA specialist full time.

Section C

The next priority was to increase the hours of the mental health consultant at each center so he/she might provide 1 hour per 100 students per week devoted entirely to diagnosis and counseling of students with AODA problems.

In May 1995, a zero tolerance policy for AODA was instituted (and amended in October 1997) which stated that:

- 1.) All applicants will be advised by the admission counselor that Job Corps is a drug free and will sign a certificate to that effect.
- 2.) All students will be tested for drugs within 48 hours after entry.
- 3.) Students who test positive on entry will be placed in the AODA program, which provides assessment, intervention, counseling, relapse prevention, and education.
- 4.) All students testing positive on entry will be retested so that the results will be received on or before the 45th day after entry.
- 5.) All students retesting positive will be separated from the Job Corps program.
- 6.) Students with behavior suggestive of alcohol use on center, or intoxication, will be tested on suspicion at any time, and may be separated at the discretion of the Center Director.
- 7.) All specimens for drug testing will be sent to the nationally contracted lab (see section C for details).

In 2001, the AODA program was changed to mirror the workplace setting and to incorporate the employee assistance model. The AODA program was changed to the TEAP, Trainee Employee Assistance Program. This program added an intervention period for students who had a negative drug screen on entry but later tested positive on a suspicious drug test. These students enter a 45- day intervention period where they attend TEAP sessions, along with group and individual counseling sessions. Before the end of the 45 day intervention period, the student is retested. If the test is negative the student remains in the program and if not the student is separated under the Job Corps zero tolerance program.

Reports of drug testing show that approximately 25% of students entering the program are positive for drugs with marijuana (91%) being the drug of choice. Of the 25% that tested positive on entry, 83% were drug free at the end of their 45 day probationary period.

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This information is needed so that center staff (physician, nurse, TEAP specialist, et. al.) may rapidly use it in the assessment of individual students to determine what services (i.e., intervention) are needed and to what extent, and to measure the impact of interventions in reducing the use of such drugs since they interfere with education and training and are damaging to health.

C.2 SCOPE OF WORK

The contractor (laboratory, lab) shall assist the Employment and Training Administration (ETA) of the Department of Labor (DOL) in the identification of Job Corps students who may have genital infections due to Chlamydia. The successful bidder must have a CLIA license for interstate testing. The Laboratory must be licensed in the State in which testing is preformed and licensed in states that require licensure for testing specimens (i.e. New York). The Laboratory must submit a written internal quality control program to assure consistent performance. The lab must be HIPAA complaint for electronic submission of lab results.

The tasks to be accomplished by the contractor include:

1. Receiving from all Job Corps centers endocervical specimens from all entering female students (approximately 25,000) and urine specimens from all entering males (approximately 42,000).
2. Receiving from all Job Corps centers urine specimens from male students and specimens cervical or urine (approximately 3,000) from female students as ordered by the center physician;
3. Analyses of the specimens. Specify which test will be used and the cost in the "Basic Requirement Section";
4. Reporting individual test results to the person at each center responsible for submitting the specimens, and reporting Job Corps wide results monthly to the National Office of Job Corps; and
5. Assuming responsibility for quality control of laboratory procedures.

C.3 TASKS

1. Supplies and Equipment: The contractor shall provide to each center, within 30 days of contract award, sterile swab test packets, and all equipment/supplies

Section C

needed for collection and preparation of specimens, and labels, envelopes, mailing packages and needed for transmission of specimens from center to lab. Supplies and equipment will be resupplied as necessary to ensure center inventory is not depleted.

2. Collection: The contractor shall collect specimens from each center on a weekly basis as scheduled by lab and center for overnight shipment to the lab at the contractor's expense.
3. Labeling: All specimens submitted by centers to the lab and reported back will be labeled by name and other identification in a manner devised by the lab and National Office of Job Corps. The laboratory order form completed by the center will show center name and number, name of student with age, sex, race, whether symptomatic or asymptomatic, and taken for entrance exam or afterwards.

Analysis and Reporting of Test Results: The contractor shall process specimens within 24 hours of receipt. Contractor shall report within 24 hours of receipt. The lab must have a dedicated computerized test request and result reporting system. At a minimum, the system will need to collect and report results, demographic information, generate and track accession numbers, and track and automatically resupply inventory items. The system must be certified HIPAA compliant with internal 128 bit SSL and 3 DES encryption. The Laboratory will be responsible for procuring, installing, and servicing all equipment. The contractor will also provide individual site training necessary to operate the system. Similarly, the lab also has the capability to receive confidential telephonic or electronic inquiries in a secure manner regarding the results or their status

In addition, the contractor shall submit a monthly report to the National Office of Job Corps (NO) stating the name of centers submitting specimens, the number of specimens receive from each center by region, the number of positive tests, and a summary for all centers factored by the data entered on the order form described in 3 above. The report will summarize any problems encountered in collection, confidentiality, analysis of specimens, reporting results to centers, etc. In addition, there will be a cumulative quarterly statistical report in format as agreed to by NO and the contractor.

Section C

C.4 LABORATORY QUALIFICATIONS / REQUIREMENTS

The contractor/laboratory must meet or exceed the following requirements:

1. Personnel: Technicians, Technologists, Supervisors, and Directors of the Laboratory must be licensed by the state in which the tests are performed, or in the absence of state licensure requirements are certified by a national certifying registry such as the American Society of Clinical Pathologists (ASCP). Personnel are required to participate in continuing education programs in addition to licensure.

Laboratory: The lab must have a Clinical Laboratory Improvement Act (CLIA) license for testing of interstate samples for Chlamydia. The Laboratory must be licensed in the State in which testing is performed and licensed in states that require licensure for testing specimens (i.e. New York). The Laboratory must submit a written internal quality control program to assure consistent performance. The lab must be HIPAA complaint for electronic submission of lab results.

2. Additional Service Requirements:
 - a. Laboratory shall have a dedicated data processing system of providing individual results as well as statistical and demographic analysis and reports.
 - b. Contractor will provide a dedicated administrator and alternate to communicate with centers, orally, and in writing.
 - c. Samples will be transported by contractor through an arrangement to assure they are at contractors' laboratory (ies) within 24 hours of pickup from continental US centers and 48 hours outside continental US.
 - d. Contractor shall provide educational services in the form of lectures or presentations in conjunction with three Job Corps meetings, in addition to technical assistance on site as needed by up to four centers. Visits will be made up to four centers which have problems such as in specimen collection or packaging, delayed pick up or reporting by laboratory, etc. Centers will be selected by the Government Authorized Representative, so the locations are not known in advance. Visits are half day to one day plus travel time.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay of Work	April 1984

F.2 PERIOD OF PERFORMANCE

The period of performance shall be twelve (12) months from the date of contract execution, plus four (4) 1-year options to extend at the Government's discretion.

F.3 REPORTS/DELIVERABLES

The contractor shall be responsible for submission of reports and deliverables which includes, but is not limited to:

- The contractor shall provide a secure on-line/web based system that is HIPAA compliant, for submitting request for testing, printing labels, and receiving reports.
- The contractor shall ensure that all test results will be securely and confidentially, electronically reported to the person responsible for submitting the specimens within 24 hours after receipt of specimens in the lab.
- The lab shall submit a monthly report to the National Office of Job Corps that will include the following but not necessarily be limited to: the names of the centers submitting specimens, the number of specimens received from each center by region, the number of positive tests, and a summary for all centers.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 IDENTITY AND AUTHORITY OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

(A) The authorized representative of the Contracting Officer is TBD whose authority to act on behalf of the Contracting Officer is limited to the extent set forth in (B) below. Under no circumstances is the Government Authorized Representative (GAR) authorized to sign any contractual documents or approve any alteration to the contract involving a change in the scope, price, terms or conditions of the contract or order.

(B) The Government Authorized Representative is authorized to:

- (1) Monitor and inspect Contractor's performance to ensure compliance of the scope of work.
- (2) Make determinations relative to satisfactory or unsatisfactory performance, including acceptance of all work performed and/or all products produced under the terms of the contract.
- (3) Review and approve invoices.
- (4) Review and approve Contractor's project staff as may be called for on the contract.
- (5) Recommend program changes to the Contracting Officer as a result of monitoring or as may be requested by the Contractor.
- (6) Review, coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.

G.2 INVOICE REQUIREMENTS

Contractor will prepare and submit proper invoices (as defined in C below) in accordance with the criteria outlined below. (Also, see Clause 52.232-8 "Discount for Prompt Payment", contained in Section I of the contract.):

A. (1) If the contract is a cost-reimbursement type contract, the contractor will submit three (3) ink- signed copies of the invoice, Cost Contractor's Invoice, (ETA 3100-1), together with a detailed report of expenditures, Cost Contractor's Detailed Statement of Costs (ETA 3-2), to the Government Authorized Representative (GAR), U.S. Department of Labor, not more frequently than monthly, unless otherwise so authorized in the contract.

(2) If the contract is a fixed-price type contract, the contractor may submit SF-1034, Public Voucher, or the equivalent thereto; i.e., contractor's own invoice, in lieu of the forms described in A(1) above.

(3) Invoices should be submitted to the individual listed below:

TBD
U.S. Department of Labor, ETA
200 Constitution Avenue, NW, Room-TBD
Washington, D.C. 20210

B. The Detailed Report of Expenditures (ETA 3-2) submitted with the Invoice (ETA 3100-1) must include the same budget line items or cost categories as appears in the contract, including any modifications thereto.

C. To constitute a proper invoice, the invoice, must include the following information and/or attached documentation:

- (1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms. Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(7) Name (where practicable), title, telephone number and mailing address of person to be notified in event of a defective invoice.

(8) Any other information or documentation required by other requirements of the contract.

In addition to the above, invoices should be numbered consecutively. All final invoices shall be clearly marked Final Invoice.

G.3 METHOD OF PAYMENT

A. Payments under this contract will be made either by check or electronic funds transfer (through the Treasury Fedline Communications System (FEDLINE) or the Automated Clearing House (A H)), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments. The contractor shall submit this designation to the Contracting Officer or other Government official as directed.

B. For payments through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, provide the name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains electronic funds transfer messages. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

C. For payments through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

D. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

E. The documents furnishing the information required in paragraphs B and C above must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

F. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

G. The Contractor shall forward the information required above to:

U.S. Department of Labor, ETA
Division of Accounting, Room N-4702
200 Constitution Avenue, NW
Washington, DC 20210

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR EMPLOYEE SUITABILITY AND SECURITY REQUIREMENTS

1. Background Investigations

a. Background Investigation Requirements. The investigation requirements for contractor employees are based on the risk or sensitivity level designation of the position. The Contracting Officer, Contracting Officer's Technical Representative, or other DOL Agency's designated official informs the Contractor of the risk or sensitivity level for each contractor employee position. The minimum level of investigation for each risk or sensitivity level is indicated below.

Position Risk/Sensitivity Level:	Minimum Investigation Requirement:
Low Risk/Non-sensitive	National Agency Check & Inquiries (NACI)
Moderate Risk	Minimum Background Investigation (MBI)
High Risk	Background Investigation (BI)
Noncritical-Sensitive	Minimum Background Investigation (MBI)*
Critical-Sensitive	Single Scope Background Investigation (SSBI)*

* Individuals occupying Critical-Sensitive positions (i.e., require Top Secret security clearances) are subject to reinvestigation every 5 years. Individuals occupying Noncritical-Sensitive positions are subject to reinvestigation every 10 years for Secret security clearances and every 15 years for Confidential security clearances.

b. Conducting Background Investigations. All contract employees require a background investigation. The Office of Personnel Management (OPM) will conduct background investigations for DOL employees and contractor employees. Since OPM only accepts requests from Federal agencies to conduct background investigations, the DOL Agency will make arrangements with the Contractor to send the contractor employee's completed papers to the DOL Agency for submission to OPM.

c. Payment for Background Investigation. If the DOL Agency bears the cost for background investigations on contractor employees, the designated DOL Agency official will forward the required documents to OPM. If the Contractor bears the cost of the investigations,

2. The Investigation Process

The Contractor shall submit written procedures to the designated DOL Agency official describing the method by which the following investigation requirements will be satisfied.

a. Pre-employment Checks. Before a contractor employee can begin work for DOL, he or she must provide the Contractor with a properly completed OF-306, Declaration for Federal Employment, on which the employee has completed items 1 through 7c, questions 9 through 13, and item 16 as necessary, and has signed item 17. (Attachment is a copy of the OF-306. This form can also be found at the following website: <http://www.opm.gov/forms>.) If the Contractor has not received a completed OF-306 from the contractor employee within 5 days after requesting the form, the Contractor shall notify .

If the person answers "Yes" to one or more of questions 9 through 13, the Contractor shall notify immediately. The designated DOL Agency official will inform the Contractor whether or not the contractor employee may work on the contract. Before making this decision the designated DOL Agency official may also require a pre-employment FBI fingerprint check on contract employees. This procedure is described in Chapter 2, Section 6.

b. Submission of Investigation Documents. The Contractor shall submit the required documents below to the designated DOL Agency official within 14 calendar days of each contractor employee's placement on the contract in a High Risk, Moderate Risk, Low Risk, or Noncritical-Sensitive position. However, the Single Scope Background Investigation must be completed before the contractor employee is placed in a Critical-Sensitive position, unless the Department approves the placement of the contractor employee's placement in the position before the investigation is completed. The specific form that he or she completes depends on the risk or sensitivity level of the work that he or she will perform. These forms can be found on the following website: <http://www.opm.gov/forms>.

Â. The SF-85, Questionnaire for Nonsensitive Positions, is used with positions or work that are designated at the Low Risk level. The minimum investigation required is a National Agency Check and Inquiries.

Â. The SF-85P, Questionnaire for Public Trust Positions, is used with positions or work that are designated at the Moderate or High Risk level. The minimum investigation required for the Moderate Risk level is a Minimum Background Investigation. The minimum investigation required for the High Risk level is a Background Investigation.

Â. The SF-86, Questionnaire for National Security Positions, is used with positions or work that are designated at the Noncritical-Sensitive or Critical-Sensitive level. The minimum investigation for Noncritical-Sensitive work is a Minimum Background Investigation. The minimum investigation for Critical-Sensitive work is a Single Scope Background Investigation.

The Contractor shall also ensure that each contractor employee is fingerprinted using Form FD-258. The Contractor can get copies of this form from .

The Contractor shall submit the following completed forms and documents to the for each contractor employee based on the risk or sensitivity level of work that such employee is performing:

Low Risk:	High/Moderate Risk:	Critical/Noncritical Sensitive:
SF-85	SF-85P	SF-86
FD-258	FD-258	FD-258
OF-306	OF-306	OF-306
Application/Resume	Application/resume	Application/resume

c. Temporary Contractor Employees. If the contractor employee is assigned to Low Risk work and is employed on a seasonal, daily, or intermittent basis, or for no more than 180 days, the NACI is not required. However, the Contractor shall submit the fingerprints of the contractor employee to on a Form FD-258.

3. Adjudication

a. Referral of Suitability Issues. When OPM has completed the contractor employee's background investigation, it shall send the report of investigation to the Department's Office of Executive Resources and Personnel Security (OERPS). If the report contains suitability issues, the OERPS will forward the report to the designated DOL Agency official for review and adjudication.

b. Suitability Standard and Criteria. The suitability standard and criteria are described in Chapter 3, Section 3.

c. Unfavorable Suitability Determination. If the designated DOL Agency official determines that the contractor employee is unsuitable, the Contracting Officer will inform the Contractor in writing that the contractor employee is denied access to DOL facilities and/or information and information systems. If revoking access to DOL facilities and/or information and information systems negatively impacts the contractor employee's ability to perform, he or she shall be removed from the contract. Any removal of a contractor employee shall not be considered grounds for a delay or adjustment claim from the Contractor.

4. Non-disclosure Agreement

The Contractor shall require each contractor employee to review and sign the attached non-disclosure agreement (Attachment) when he or she begins work on the DOL contract. The Contractor must send the signed copy to .

H.2 KEY PERSONNEL

The personnel specified below or in attachment to this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The below list or attachment to this contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

For the purpose of this contract, the key personnel positions are identified below as:

-
-
-
-
-
-

H.3 ACCOUNTING AND AUDITING SERVICES

(a) Accounting

The contractor may procure and utilize such accounting services as are required to establish and maintain an accounting system which reflect accurate, current and complete financial transactions and which meet the standards of the Comptroller General of the United States and the Department of Labor.

(b) Auditing

The contractor shall audit or have audited subcontractor financial records as may be required to determine, at a minimum, the fiscal integrity of financial transactions and compliance with laws, regulations and administrative requirements.

The U.S. Department of Labor shall be responsible for scheduling all audits of the prime contractor's books, documents, papers and records. The Department will use its own audit resources or shall use certified or public accountants under contract or auditors from another Federal agency.

Cost of Accounting Services and Audit of subcontractors as described herein are allowable cost under this contract. Costs for audits for which the U.S. Department of Labor is responsible are unallowable.

H.4 USE OF AND PAYMENT TO CONSULTANTS

(a) Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked (e.g., amount per day, per week, per month, etc.), or at a fixed price for performance of a specific task, or at nominal compensation in accordance with Contractor's policies. However, for the use and payment to consultant(s) prior written approval must be obtained from the Contracting Officer.

(b) The amount or rate of payment will be determined on a case-by- case basis, taking into account (among any other relevant factors) the relative importance of the duties to be performed, the stature of the individual in his specialized field, comparable pay for positions under the Classification Act or other Federal pay systems, rates paid by private employers and rates previously paid other experts or consultants for similar work.

(c) The contractor shall maintain a written report for the files on the results on all consultations charged to the contract. This report must include, as a minimum: (1) the consultant's name, dates, hours and amounts charged to the contract; (2) the names of the contractor's staff to whom the services are provided; and (3) the results of the subject matter of the consultation.

H.5 PRINTING

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title 1 of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract: provided, however, that performance of a requirement under this contract involving the reproduction of less than 5,000 production units of any one page or less than 25,000 production units in the aggregate of multiple pages, will not be deemed to be printing. A production unit is defined as one sheet, size 8 by 11 inches, one side only, one color.

H.6 CONTRACT NUMBER IDENTIFICATION

The Contractor agrees to utilize the number of this contract on all correspondence, communications, reports, vouchers and such other data concerning this contract or delivered hereunder.

H.7 SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the Division of Contract Services, Attention: Contracting Officer.

H.8 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the Contractor shall fully cooperate with such other contractors and Government employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

The foregoing paragraph shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The Government shall equitably enforce this clause as to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

H.9 LAWS APPLICABLE

The contractor will perform its duties in accordance with the applicable Act, and the regulations, procedures and standards promulgated thereunder. The Contractor will comply with all applicable Federal and State and Local laws, rules, and regulations which deal with or relate to the employment of persons who perform work or are trained under contract.

This contract in no way relieves the Contractor of responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended.

H.10 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the Contractor shall prepare for shipment, deliver FOB destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

H.11 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES

(a) No person shall on the ground of race, religion, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder. (b) In addition, this contract and any subcontract hereunder is subjected to Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations issued thereunder and found at 29 CFR 31. The Contractor agrees that any service, financial aid, or other benefit to be provided by it under this contract shall be furnished without discrimination because of race, color, sex, or national origin; and that his employment practices shall be subject to the same restrictions to ensure nondiscriminatory treatment of beneficiaries of assistance under the Act.

H.12 DISCLOSURE OF CONFIDENTIAL INFORMATION

The Contractor agrees to maintain the confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, test reports from public agencies or counselors, or any other source. Without the permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the contract and to persons having responsibilities under the contract, including those furnishing services to the projects under subcontracts.

H.13 ELIMINATION OF SEXIST LANGUAGE AND ART WORK

All written materials issued by the Contractor or grantee shall conform to the following guidelines for eliminating sexist language and art work:

(a) Avoid the use of sex reference in job titles. Titles should conform to the Census Bureau's occupational classification system and the most recently published edition of the Dictionary of Occupational Titles.

-- Longshore workers instead of longshoremen.

(b) Avoid the use of male and female gender word forms.

-- Aviator to include men and women pilots, not aviatrix.

(c) Include both sexes by using terms that refer to people as a whole.

-- Human beings or people instead of mankind.

(d) Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Change sentences such as: The average American worker spends 2 years of his life in the workforce.

-- By rewording to eliminate unnecessary gender pronouns and adjectives. (The average American worker spends 20 years in the workforce.)

-- By recasting into the plural. (Most Americans spend 20 years of their lives in the workforce.)

-- By replacing the masculine or feminine pronoun or adjective with "one", "you", "he or she", "her or him", or his or her". (An average American spends 20 years of his or her life in the workforce.)

(e) Refer to both men and women in such generic terms as economist, doctor, or lawyer. Identify sex through the use of pronouns.

-- The lawyer made her final summation.

(f) Avoid the use of stereotyped terms or expressions such as "man-sized" job.

-- Employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.

(g) The use of art work in publications should conform to the following guidelines:

(i) Strive to use racially and sexually balanced designs.

(ii) Depict both men and women in art work on general subject matters.

(iii) Show men and women in a variety of roles in photographs, illustrations, and drawings.

-- Show women and men as managers and skilled laborers.

H.14 HAZARDOUS OCCUPATION ORDERS

The Contractor shall comply with the Hazardous Occupation Orders issued pursuant to the Fair Labor Standards Act and set forth at 20 CFR 570.50 et seq. with respect to the employment of youths under 18 years of age and the Child Labor Standards of 29 CFR 570.31 et seq. with respect to the employment of youths aged 14 and 15.

H.15 INSURANCE REQUIREMENTS (FAR-Subpart 28.3)

In accordance with the Federal Acquisition Regulation, 48 CFR, Clause 52.228-7 entitled, "Insurance-Liability to Third Persons" the following kinds and amounts of insurance must be procured and maintained in force during the lifetime of the above numbered contract.

A. Worker's Compensation - In the amounts required by State law or the United States Longshoremen's and Harbor Workers' Compensation Act (33 U.S.C. 901).

B. Occupational Diseases Insurance - As required by applicable law. In any area where all occupational diseases are not compensable under applicable law, insurance for occupational diseases shall be secured under the employer liability section of your insurance policy, minimum per accident \$100,000.

C. Employer Liability - This insurance is to cover any liability imposed upon an employer, by law, for damages on account of personal injuries, including death resulting therefrom, sustained by his employees by reason of accident.

D. General Liability Insurance (Bodily Injury) - This insurance protects the insured against claims arising from bodily injury or death to third parties occurring on its business premises or through its operations except those arising from motor vehicles away from the premises, those covered by any Workman's Compensation law, and other exclusions stated in the policy. The required coverage for bodily injury shall be \$200,000 per person and \$500,000 per occurrence.

E. Automobile Liability - The required coverage is \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

F. The policies evidencing such insurance as required under this contract shall contain the following endorsement:

"No cancellation, termination, or modification of this policy shall take effect prior to the expiration of 35 days after written notice of the cancellation, termination or modification together with suitable identification of the policy and name insured has been sent by registered letter to the Government representative at the address stated below:

Name of Contracting Officer: Keith A. Bond

Address: USDOL/ETA/DASET/OGCM/DCS
200 Constitution Ave., N.W.
Room N-4655
Washington, D.C. 20210

The types and minimum limits reflected above for vehicle insurance shall apply to any vehicle operated or used in connection with performance of official business under this contract. In the event a privately-owned vehicle is used, the Government's share of insurance premiums, including any additional coverage required to conform with the above limits, shall be prorated in accordance with the vehicle's actual use while conducting business under the terms of this contract.

H.16 PERFORMANCE STANDARDS

The composition, workmanship, printing or reproduction and substantive content of all reports, evaluations, charts, tables, graphs, and other data to be furnished under this contract shall strictly conform to the generally accepted quality standards of the Contractor's profession and shall be suitable for dissemination and use without revision, to DOL, other Government agencies and the general public.

Reports shall include a complete disclosure of all data relevant to the work performed, the techniques developed, the investigations made, and shall be relevant to the materials studies and methods and processes employed.

H.17 OPTION TO EXTEND THE TERMS OF THE CONTRACT - SERVICE (FAR 17.208(g))

1. The Government may extend the terms of this contract by written notice to the Contractor at least 60 calendar days before the contract expires. This notice does not commit the Government to an extension.
2. If the Government exercises this option, the extended contract shall be considered to include this option provision.
3. The initial period of this contract may be extended by one year, at estimated costs and indirect costs as follows:

Option Year	Estimated Cost	Indirect Cost	Total Estimated Cost
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The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

4. Estimated costs, including any indirect costs, for the options years shall be determined at the time of contract execution. Any anticipated deviations from total preestimated option year costs must be presented to the Contracting Officer in writing, with an explanation and justification of the anticipated deviation(s), 10 calendar days after receipt of notice by the contractor of the Government's intention to exercise the option to extend the term of the contract. No deviations from the total pre-established option years estimated costs shall be permitted without the written consent of the

Contracting Officer. Deviations which would increase the total pre-established option year estimated costs by more than 10 percent shall not be permitted under any circumstances.

H.18 RELEASE OF INFORMATION

The contractor shall not at any time disseminate any information concerning the specific projects hereunder without prior approval of the Government.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.214-26	AUDIT AND RECORDS--SEALED BIDDING	OCT 1997
52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	OCT 1997
52.214-28	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	OCT 1997
52.214-29	ORDER OF PRECEDENCE--SEALED BIDDING	JAN 1986
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE	JAN 2004
52.215-2	AQUISITION	
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001

52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAR 2005
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS	AUG 1998
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	DEC 2004
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.3 52.232-25 PROMPT PAYMENT (FEB 2002) Alternate I (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise

specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 COST CONTRACTOR'S INVOICE, ETA 3100-1 (1 PAGE)

**J.2 COST CONTRACTOR'S DETAILED STATEMENT OF COST, ETA 3-2
(1 PAGE)**

**J.3 VETS-100 - FEDERAL CONTRACTOR VETERANS EMPLOYMENT REPORT,
OMB 1293-0005 (2 PAGES)**

J.4 LIST OF JOB CORPS CENTERS (30 PAGES)

J.5 CONTRACTOR'S BID PRICING SHEET (2 PAGES)

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS****K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)**

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies. (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes: ☐ (i) Paragraph (b) applies. ☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 SIGNATURE BLOCK

I, the undersigned, do hereby attest that all representations and certifications made in this Section K are true.

Also, I, the undersigned, am aware of the penalties prescribed in 18 U.S. Code 1001 for making false statements in offers; and I am legally authorized to bind the company or organization represented.

(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Solicitation Number)

(Name of Company/Organization Represented)

(Address, including Zip Code)

(Telephone Number, including Area Code)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER

TITLE

DATE

L.2 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

L.3 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

L.4 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

**L.5 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS
OF BIDS (NOV 1999)**

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

L.6 52.214-12 PREPARATION OF BIDS (APR 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

L.7 52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a) (1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation; or

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

L.8 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a (Firm Fixed Price) contract resulting from this solicitation.

L.9 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

KEITH A. BOND

Contracting Officer

Hand-Carried Address:

U.S. Department of Labor, ETA/OGCM
Division of Contract Services
200 Constitution Avenue, NW
Room N-4655
Washington DC 20210

Mailing Address:

U.S. Department of Labor, ETA/OGCM
Division of Contract Services
200 Constitution Avenue, NW
Room N-4655
Washington DC 20210

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.232-15	PROGRESS PAYMENTS NOT INCLUDED	APR 1984

M.2 52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price related factors specified elsewhere in this solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

M.3 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).